

## EXHIBIT A - MUTUAL TERMS AND PROVISIONS

This Exhibit A is an exhibit to and incorporated by reference into the Agreement and each applicable SOW, as such terms are referenced below and defined in the Mutual Definitions and Interpretations in Exhibit B. Capitalized terms used and not otherwise defined or amended in this Exhibit have the meanings respectively assigned to them elsewhere in this Agreement or applicable SOW.

1. **Proper Lead Time, Scheduling, Changes, Rush Orders, Refused Services, Etc.** Proper lead time and planning is critical for the efficient and successful completion of each project. If and to the extent applicable, the Parties shall in good faith establish and implement mutually acceptable procedures for the scheduling and coordination of the Services and the delivery and retrieval of all goods and fixtures at the Sites specified in this Agreement or the applicable SOW. Insufficient lead time (see the applicable SOW, including the dates scheduled therein for Client deliverables), changes in scheduling, Sites, Materials or other project parameters, incomplete project information, non-timely responses and cancellations by the Client will result in additional fees, costs and expenses payable by the Client (see Exhibit C - Additional Fees Schedule). The Client will work in good faith with SPAR to communicate any such changes or requirements in a reasonably prompt manner. The Client must pay an additional service fee for any rush order, change or cancellation approved or directed by the Client (which may be done by email), or any late information delivery or refused service respecting each affected Site, in each case as set forth in the Additional Fees Schedule. These fees are in addition to any amounts that may become due hereunder if and when those Services are performed.

2. **Changes in Operational Parameters.** Both Parties acknowledge that the fees specified in the applicable SOW have been established based upon the conditions represented by the Client through the date of the applicable SOW and SPAR's best estimate of the manpower and resources required to perform the services. In the event the Client requires changes in any of the parameters of the Services (whether directly or indirectly), SPAR reserves the right to re-evaluate the terms of this Agreement and the applicable SOW(s). Based upon its reevaluation, SPAR may propose to the Client any such written amendment to this Agreement and applicable SOW(s) as SPAR believes to be reasonably necessary for the Client's approval in its discretion. No such changes in the Services or Agreement and SOW terms shall be effective without the Parties mutual written agreement. For ongoing projects under the same SOW, the price and fees will be increased annually to reflect the increase or decrease in SPAR's costs, which shall be deemed to be equal to the percentage increase (if any) in the Price Index Average after the end of 12 months of Services under the applicable SOW over the Price Index Average at the beginning of such Service period. "**Price Index Average**" shall mean, for each calculation date, the trailing twelve month average of the monthly Chained Consumer Price Index - All Items Less Food and Energy (C-CPI-US SUUR0000SA0L1E) calculated using the most recently available month (and the eleven immediately preceding months) reported by the US Bureau of Labor after each anniversary of the applicable SOW and published at [www.bls.gov](http://www.bls.gov). Any proposed prices changes due to this Price Index Average adjustment will be distributed by SPAR no more than 60 days after such publication.

3. **Materials.** Except as otherwise expressly provided in this Agreement: (a) the Client will be responsible for the procurement, provision, quality, safety, legal compliance, delivery, safeguarding, security, storage, retrieval and return of all Materials needed for the Services, all at no cost or expense to SPAR; (b) SPAR will be responsible for its handling of the Materials (normal wear, tear and spoilage excepted); and (c) SPAR, its Affiliates and their respective Representatives will not be otherwise responsible for the procurement, quality, safety, legal compliance, delivery, safeguarding, security, storage, retrieval, return or non-SPAR use or abuse of any Materials or any resulting damage or loss. No Party is selling, licensing, conveying developing or providing any Intellectual Property to the other Party or any of its Affiliates or performing any related "work for hire", and none shall be inferred or implied as a result of any Services or Materials provided by a Party.

4. **Mutual Limitation of Liability.** No Party shall be liable to the other Party for any lost profit or consequential, exemplary, punitive, statutory or other special damages, and each Party hereby unconditionally, expressly and forever waives any right it may now or hereafter have against the other Party respecting any and all such damages, in each case: (i) whether through action, suit, counterclaim or otherwise; (ii) whether in contract, tort, strict liability, indemnity, reimbursement or otherwise; (iii) whether or not it has been advised of the possibility of any such damages; (iv) whether or not any other remedy is available or enforceable under this Agreement or applicable law; (v) to the greatest extent such agreement or waiver is permitted under applicable law; and (vi) excluding any Losses by the Indemnified Party in a Covered Claim (for indemnification under Section 13 of this Agreement) respecting such consequential damages to the extent finally determined by a court having jurisdiction as having been (A) incurred by a Third Party who is a natural person (*i.e.*, human being) through personal injury, or (B) caused by the Indemnifying Party's infringement of the Intellectual Property of the Indemnified Party or any Third Party, in each case as finally determined by a court having jurisdiction, which permitted consequential damage indemnification shall, if not an insured claim, be further limited to the aggregate amounts paid by the Client for the Services hereunder during the preceding twelve-month period.

5. **Mutual Termination of the Service Term.** Either Party may in its discretion voluntarily terminate the Service Term or the term of any particular SOW (each a "**SOW Term**") at any time upon at least sixty (60) days' prior written notice to the other Party (including the provision of Services under all SOWs open after the termination date). A non-breaching Party also may terminate the Service Term or the affected SOW Term by written notice to a breaching Party if any breach shall not have been corrected by the breaching Party within thirty (30) days after it has been given written notice of such breach by the non-breaching Party, excluding, however, any breach respecting deficient Services (which is governed exclusively by the Section respecting Notice of Deficient Services and Cure or Credit in this Agreement or the applicable SOW). The Service Term and each SOW Term shall automatically terminate if any Party shall commence or become subject to a case or proceeding under any bankruptcy law or similar applicable law in respect of such Party as debtor or make, submit, approve or join, consent to or cause or assist in the submission of any application, petition, request or other filing in any such case or proceeding. In the event of (and notwithstanding) any expiration, termination or other end of any SOW Term, the Service Term or this Agreement: (i) all costs and fees incurred and Services performed through the end thereof (including those under clause (ii), below) must be paid by the Client and will be invoiced at the rates specified in this Agreement; (ii) any previously scheduled non-cancellable Services will be performed unless the Parties mutually agree otherwise; and (iii) the confidentiality, indemnification, governance, interpretative and other provisions in the Mutual Provisions, Mutual Interpretations and other exhibits to this Agreement shall survive and continue in full force and effect until the expiration of the three (3) year period or the applicable statute of limitation period immediately following such expiration, termination or end, whichever occurs first.

6. **Mutual Non-Solicitation.** During the Service Term and the one-year period immediately following the end of the Service Term, each Party and its Affiliates shall not directly or indirectly hire, or offer employment to or solicit the employment of, any person who is, or within the immediately preceding 90 day period was, employed by the other Party or any of its Affiliates, excluding, however, any solicitation through or offer or hiring resulting from any general solicitation not aimed at the employees of the other Party or its Affiliates (e.g., advertising in a newspaper, trade publication or web site or list). In the event that either Party or any of its Affiliates hires any such person in breach of the foregoing, then the breaching Party will be obligated to pay the other Party an amount equal to such individual's annual compensation.

7. **Mutual Force Majeure.** No Party shall be liable or responsible for any act of God, nature or man or other act, circumstance, event, impediment or occurrence beyond the control of such Party (each a "**Force Majeure**"). Upon prompt notice to the other Party, the Party affected by any Force Majeure will be excused from performance hereunder, and will not be in breach of or default under this Agreement for any delay or failure in its performance, to the extent and for so long as its performance hereunder is prevented or restricted by a Force Majeure, and the other Party will likewise be excused from performance of its obligations hereunder relating to such delayed or failed performance to the same extent and for the same duration. However, no Force Majeure will be cause for or excuse any delay in performing non-affected obligations (including payment for Services in accordance with this Agreement).

8. **Mutual Representations and Covenants.** Each Party represents and warrants to and covenants and agrees with the other Party that: (a) the sole relationship under this Agreement between the Parties hereto is that of an arms-length independent contractor and customer; (b) this Agreement does not (and shall not be deemed or construed) to (i) assign to or impose on any Party, or otherwise create, any joint venture, franchise, partnership, trust, agency or other advisory, employment or fiduciary relationship in favor or for the benefit of the other Party, any of its Representatives or any other person, (ii) give any Party any entitlement, right, power or authority to bind the other Party or incur any obligation or liability on behalf of the other Party, or (iii) except as otherwise expressly provided in this Agreement, limit or otherwise affect the right, power, authority or discretion of any Party to deal with any other persons or pursue any and all other business opportunities whatsoever (whether involving the same or other products or services) or to conduct its business in such manner as it may choose; (c) such Party has independently and fully reviewed and evaluated this Agreement, the obligations and transactions contemplated under this Agreement and the potential business, financial and other effects of such obligations and transactions on it and its Affiliates, and such Party shall continue to do so; (d) such Party has and shall maintain full and unrestricted power, authority and legal capacity, it has been and shall continue to be duly authorized and empowered, such Party has obtained and shall maintain all qualifications, authorizations, approvals and waivers, and such Party has satisfied and shall continue to satisfy all other applicable legal, governance and contractual requirements, in each case to the extent necessary (i) to make this Agreement enforceable against it and (ii) to perform its obligations hereunder; (e) such Party has duly authorized and empowered each person signing this Agreement or acting hereunder on its behalf to do so, and this Agreement is enforceable against such Party in accordance with its express provisions; (f) such Party is acting on its own behalf and it is properly identified with its correct and complete legal name and (to the extent referenced) its jurisdiction of organization and principal place of business, and such Party shall promptly inform the other Party of any change in such legal name, organizational jurisdiction or principal place of business; (g) such Party has and will maintain its own primary insurance for any and all Claims, Losses and other liabilities (and the defense thereof) that may arise out of any act or omission of the such Party's own Representatives or any services or materials to the extent provided by or on behalf of such Party, and any additional insurance coverage provided by the other Party to such Party and its Representatives is not intended, and shall not be deemed or construed, to be insurance (primary, excess, contributory or otherwise) for any such Claim, Loss, liability or defense of such Party or its Representatives, whether intentional, negligent or otherwise and wherever occurring, and irrespective of naming such Party or any its Representatives as an additional insured under any insurance coverage carried by the other Party; (h) such Party has and shall continue to have the sole and exclusive right and responsibility for any and all (i) Materials, Services, facilities, instructions, directions and other information furnished by or on behalf of such Party, (ii) of such Party's own Representatives (whether full-time, part-time or otherwise) and their respective acts or omissions under or related to this Agreement, including responsibility for any use or abuse of any passwords or other information system or facility access given to such Party or its Representatives by the other Party, (iii) compensation and benefits provided to such Party's employees and consultants (including without limitation, any severance, vacation or bonus programs, workman's compensation, health, dental, life, accident or disability insurance, pension or retirement plans, profit sharing, or other benefits), and (iv) federal, state, local or other taxes or charges payable respecting such Party's income, business, operations, employees, property or the like, except as otherwise provided herein with respect to sales and equivalent taxes; (i) it has performed and will perform its responsibilities and other obligations hereunder in all material respects in accordance with all applicable law and in a workman like and professional manner consistent with applicable industry standards; and (j) each Party's Representatives may use any cellular, wireless, internet or other digital, electronic or physical means to access, deliver, make, provide or receive any communication, data, document or information (including, without limitation, Confidential Information) between or among the Parties, its Affiliates, their respective Representatives and systems and all other applicable persons; in each case whether or not public or private or otherwise secure.

9. **No Other Warranties by Parties; Mutual Waiver of Set-Off.** Except as otherwise expressly provided in this Agreement, the Parties acknowledge and agree that: (a) no Party has made any representation or warranty of any kind or nature whatsoever with respect to any product or service provided under this Agreement, whether express or implied (either in fact, by operation of law or otherwise), including (without limitation) no warranty as to merchantability, fitness or usefulness for a particular purpose, title, interference, infringement or conformance to any specifications; and (b) to the extent not required as a compulsory counterclaim in any related ongoing proceeding, no Party shall exercise or enforce, and each hereby unconditionally, expressly and forever waives, any right of setoff, recoupment, abatement or reduction that may now or hereafter be accorded to such Party (whether under this Agreement, applicable law or otherwise) against or in respect of any payment due (under this Agreement or otherwise, and whether as scheduled or required, upon demand or as sought in any action, suit or proceeding) to or for the benefit of any other Party or any of its Affiliates; in each case to the greatest extent such disclaimer, agreement or waiver is permitted under applicable law.

10. **Mutual Confidentiality.** (a) From time to time each Party may disclose (in such capacity, the "**Disclosing Party**") certain Confidential Information not available to the general public with respect to itself and its subsidiaries and Affiliated entities (including such Disclosing Party, each a "**Discloser**") to the other Party (a "**Receiving Party**"), or the Receiving Party, its subsidiaries and Affiliates and their respective Representatives (each a "**Receiver**") may otherwise receive Confidential Information respecting a Discloser, for use in connection and accordance with this Agreement, but no Discloser is selling, licensing or otherwise conveying any of its Confidential Information to the other Party, and no sale, license or conveyance shall be inferred or implied as a result of the

provision of any Confidential Information by a Discloser, except for the Receiver's limited personal right to use such information during the Service Term as expressly provided in this Section. Except as otherwise provided in this Agreement, each Receiver shall: (i) use the Discloser's Confidential Information only in its performance under and in accordance with this Agreement; (ii) hold the Discloser's Confidential Information in the strictest confidence (using safeguards substantially similar to those used by the Receiving Party respecting its own Confidential Information); (iii) not disclose, publish, share or otherwise reveal, impart, deliver, provide, exploit or use any such Confidential Information in any manner whatsoever; (iv) use reasonable precautions to assure that all Confidential Information is properly protected and kept from all unauthorized persons; and (v) not disassemble, decompile, reverse engineer, alter, maintain, enhance or otherwise modify any Proprietary Information or other similar Confidential Information of the Disclosing Party. A Receiver nevertheless may provide Confidential Information in any Permitted Disclosure.

(b) Each Receiving Party acknowledges and agrees the Confidential Information of the Disclosing Party is valuable and unique, that the violation of these confidentiality provisions would cause substantial and irreparable injury to the Disclosing Party's ongoing business and the value of its Confidential Information, and that damages at law will be an insufficient remedy to the Disclosing Party for any violation of these confidentiality provisions. Accordingly, in addition to any other rights or that may be available to it, the Disclosing Party also shall be entitled to obtain injunctive or similar equitable relief to enforce these confidentiality provisions against each applicable Receiver in any court of competent jurisdiction. In any such enforcement proceeding, no Receiver shall raise, and each Receiver hereby expressly waives, the defense that an adequate remedy at law exists. These confidentiality provisions shall survive and shall continue in full force and effect during and for the three (3) year period immediately following the end of the Service Term or the expiration, cancellation or termination of this Agreement (whichever occurs first).

11. **Mutual Indemnification.** (a) Each Party (an "**Indemnifying Party**") at its own expense shall, upon written demand from the other Party, indemnify, reimburse, hold harmless and defend the other Party, its applicable parent companies, subsidiaries and other Affiliates and their respective Representatives (including such other Party, each an "**Indemnified Person**"), from and against any and all Claims, and any and all Losses related to any Claim or the enforcement of this indemnification provision, that may be imposed upon, incurred by or asserted against any Indemnified Person to the extent (and in the proportion) such Claims and Losses in any way arise out of or relate to: (i) any breach of this Agreement by the Indemnifying Party or any of its Representatives; (ii) any violation of any applicable law or any civil, privacy, contractual, property or other rights by the Indemnifying Party or any of its Representatives in connection with this Agreement; (iii) any faulty direction, service, product, fixture, hookup, facility or other goods or property furnished by or on behalf of the Indemnifying Party or any of its Representatives under or in connection with this Agreement; or (iv) any other act or omission by the Indemnifying Party or any of its Representatives under or in connection with this Agreement constituting bad faith, negligence or willful misconduct or for which liability is imposed by applicable law without regard to intent or fault, as such negligence, willful misconduct or liability are finally determined pursuant to applicable law, including (without limitation) those acts or omissions contributing to any death or other injury to any person or to any property damage or destruction; in each case excluding Claims and Losses (A) to the extent (and in the proportion) attributable (1) to any act or omission by any Third Party or Indemnified Person constituting negligence, willful misconduct or a violation of applicable law or this Agreement or for which liability is imposed by applicable law without regard to intent or fault, or (2) to any faulty direction, service, product, fixture, hookup, facility or other goods or property furnished by or on behalf of any Third Party or Indemnified Person (when used in all material respects by the Indemnifying Party and its Representatives as directed or intended), as such extent and proportion are finally determined pursuant to applicable law, or (B) for deficient Services (which are governed exclusively by the Section respecting Notice of Deficient Services and Cure or Credit in this Agreement or the applicable SOW).

(b) The Indemnifying Party's obligations under this indemnification Section are conditioned and contingent upon the Indemnified Person(s) (or its or their Representative) providing (A) prompt written notice to the Indemnifying Party of any actual or overtly threatened Claim covered by this indemnification provision (a "**Covered Claim**") and (B) reasonable cooperation in the investigation, defense and resolution of such Covered Claim. The defense of any Covered Claim shall be conducted by competent counsel employed by the Indemnifying Party and approved by the other Party on behalf of the Indemnified Persons, which approval shall not be unreasonably delayed, conditioned or withheld. Each Indemnified Person will be entitled, at its own cost and expense (which shall not constitute indemnified Losses under any circumstance), to retain counsel of its own choosing and participate in such defense.

(c) None of the Indemnifying Party and the applicable Indemnified Persons (each a "**Covered Person**") shall agree, enter into or consent to the entry of any judgment or order, compromise or settlement in any Covered Claim (each a "**Claim Disposition**") without the written consent of each other Covered Person, which consent shall not be unreasonably delayed, conditioned or withheld (in light of all factors of reasonable importance to such person). Without limiting any other reasonable reason for rejection, any Covered Person may reasonably reject any proposed Claim Disposition if it (A) requires any payment or performance of any kind or nature by such person other than mutual releases and such person's payment of the Losses (if any) required by the Claim Disposition and this Agreement, (B) does not expressly release such person from all further or other Losses or involvement respecting the Covered Claim, (C) does not provide for the dismissal with prejudice of such Covered Claim in respect of such person, or (D) could reasonably be expected to require any future payment or performance by or otherwise materially and adversely affect such person (other than the releases and required payments described in clause (A) above). The Indemnifying Party shall not be liable for any Losses in excess of any settlement amount unreasonably rejected by the applicable Covered Person(s) and all related Losses of defending the Covered Claim incurred after the settlement date unreasonably rejected. Any Losses that the Indemnifying Party shall become obligated to pay to an Indemnified Person under this indemnification provision shall be reduced by the amount of all applicable net insurance proceeds that such person will have received in connection with such Losses.

12. **Mutual Notices.** All default, termination or other legal or formal notices and communications given or made in accordance with or in connection with this Agreement shall be made in writing and may be given either by (i) personal delivery, (ii) overnight courier, (iii) certified or express mail, return receipt requested, if properly posted, with postage fully prepaid or for the account of the sender, in an envelope properly addressed to the respective Parties at the address set forth in the Address Schedule hereto. A Party may change address or other information on the Address Schedule by giving written notice in the above manner to the other Party. Other notices and communications may be sent by email or telecopy to a Party at the address(es) specified in the Address Schedule. Any notice, report or other communication shall be deemed to have been delivered when actually received or refused, but if it is not received during the recipient's regular business hours, it shall be deemed to have been delivered on the following business day.

13. **Mutual Successors and Assigns, Assignment.** All representations, warranties, covenants and other agreements made by or on behalf of each Party in this Agreement shall be binding upon the heirs, successors, assigns and legal representatives of such Party and shall inure to the benefit of the heirs, successors, assigns, and legal representatives of each other Party. Each Party agrees that it shall not assign this Agreement to any other person without the consent of the other Party. However, such consent shall not be unreasonably conditioned, delayed or withheld in the case of any assignment by a Party to any of its subsidiaries or other Affiliates or to its successor (by merger, consolidation, acquisition of substantially all of a Party's business and assets or the like).

14. **Mutual Consent to Governing Law and Jurisdiction.** To the greatest extent permitted by applicable law, this Agreement shall be governed by and construed in accordance with the applicable federal law of the United States of America, and to the extent not preempted by such federal law, by the applicable law of the State of New York, in each case other than those conflict of law rules that would defer to the substantive laws of another jurisdiction. The Parties each hereby consents and agrees that any state or federal court sitting in White Plains, New York, each shall have non-exclusive personal jurisdiction and proper venue with respect to any unresolved dispute or controversy between the Parties under or related to this Agreement; provided, however, that the foregoing consent shall not deprive any Party of the right to appeal the decision of any such court to a proper appellate court located elsewhere or to voluntarily commence or join any action, suit or proceeding in any other jurisdiction having proper jurisdiction and venue. The preceding consents to governing law and the jurisdiction and venue of such courts have been made by the Parties in reliance on applicable law, including (without limitation) Section 5-1401 and 5-1402 of the General Obligations Law of the State of New York, as amended, as and to the extent applicable. No Party shall raise, and each Party hereby absolutely, unconditionally, irrevocably and expressly waives forever, any objection or defense to any such jurisdiction as an inconvenient forum. Except as otherwise expressly provided in this Agreement, in any action, suit or proceeding, the predominately losing Party shall pay or reimburse (as applicable) all of the costs and expenses of the predominately winning Party, including (without limitation) the reasonable fees and disbursements of the attorneys and other professionals for such winning Party (as well as its own) and all court costs.

15. **Mutual Severability.** In the event that any provision of this Agreement shall be determined to be superseded, invalid, illegal or otherwise unenforceable (in whole or in part) pursuant to applicable law by a court or other governmental authority, the Parties agree that: (a) any such authority shall have the power, and is hereby requested by the Parties, to reduce or limit the scope or duration of such provision to the maximum permissible under applicable law or to delete such provision or portions thereof to the extent it deems necessary to render the balance of such Agreement enforceable; (b) such reduction, limitation or deletion shall not impair or otherwise affect the validity, legality or enforceability of the remaining provisions of this Agreement, which shall be enforced as if the unenforceable provision or portion thereof were so reduced, limited or deleted, in each case unless such reduction, limitation or deletion of the unenforceable provision or portion thereof would impair the practical realization of the principal rights and benefits of either Party hereunder; and (c) such determination and such reduction, limitation and/or deletion shall not be binding on or applied by any court or other governmental authority not otherwise bound to follow such conclusions pursuant to applicable law.

16. **Mutual Waivers and Cumulative Rights.** Any waiver or consent respecting this Agreement or any SOW shall be effective only if in writing and signed by the required Parties and then only in the specific instance and for the specific purpose for which given. No waiver or consent shall be deemed (regardless of frequency given) to be a further or continuing waiver or consent. No voluntary notice to or demand on any Party in any case shall entitle such Party to any other or further notice or demand. Except as expressly provided otherwise in this Agreement, (a) no failure or delay by any Party in exercising any right, power, privilege, remedy, interest or entitlement hereunder shall deemed or construed to be a waiver thereof, (b) no single or partial exercise thereof shall preclude any other or further exercise or enforcement thereof or the exercise or enforcement of any other right, power, privilege, interest or entitlement, and (c) the rights, powers, privileges, remedies, interests and entitlements under this Agreement shall be cumulative, are not alternatives, and are not exclusive of any other right, power, privilege, remedy, interest or entitlement provided by this Agreement or applicable law..

17. **Mutual Waiver of Jury Trial; All Waivers Intentional, Etc.** In any action, suit or proceeding in any jurisdiction brought by any Party hereto against any other Party, each Party hereby absolutely, unconditionally, irrevocably and expressly waives forever trial by jury. This waiver of jury trial and each other express waiver, release, relinquishment or similar surrender of rights (however expressed) made by a Party in this Agreement has been absolutely, unconditionally, irrevocably, knowingly and intentionally made by such Party.

18. **Mutual Counterparts and Amendments.** This Agreement, any SOW or any supplement, modification or amendment to or restatement of this Agreement or SOW may have been executed in two or more counterpart copies of the entire document or of signature pages to the document, each of which may have been executed by one or more of the signatories hereto or thereto and delivered by mail, courier, telecopy or other electronic or physical means, but all of which, when taken together, shall constitute a single agreement binding upon all of the signatories hereto or thereto, as the case may be. Each SOW must be signed by both Parties. This Agreement and each SOW (i) may not be supplemented, modified, amended, restated, waived, extended, discharged, released or terminated orally, (ii) may only be supplemented, modified, amended or restated in a writing signed by all of the Parties hereto specifically referencing this Agreement by date, title, parties and provision(s) being amended, and (iii) may only be waived, extended, discharged, released or terminated in a writing signed by each Party against whom enforcement thereof may be sought.

19. **Entire Agreement.** Each Party acknowledges and agrees that, in entering into this Agreement, it has not directly or indirectly received or acted or relied upon any representation, warranty, promise, assurance or other agreement, understanding or information (whether written, electronic, oral, express, implied or otherwise) from or on behalf of the other Party, any of its subsidiaries or other Affiliates, or any of their respective Representatives, respecting any of the matters contained in this Agreement except for those expressly set forth herein. This Agreement and the applicable SOW (including the Mutual Provisions, Mutual Interpretations, Additional Fee Schedule, Address Schedule and other exhibits and schedules) contain the entire agreement and understanding of the Parties and supersedes and completely replaces all prior and other representations, warranties, promises, assurances and other agreements, understandings and information (including, without limitation, all letters of intent, term sheets, existing agreements, offers, requests, responses and proposals), whether written, electronic, oral, express, implied or otherwise, from a Party or between them with respect to the matters contained in this Agreement and applicable SOW.